See *In re Hopper-Morgan Co., supra,* 261. The following have uniformly been held questions of general law: The determination of personal rights where only the common law is involved, *Chicago City* v. *Robbins* (1862) 67 U. S. 418; the interpretation of commercial instruments, *Mechanics Amer. Nat. Bank* v. *Coleman* (C. C. A. 1913) 204 Fed. 24; tort liability. *Waldron* v. *Director Gen. of Railroads* (C. C. A. 1920) 266 Fed. 196. It is difficult to harmonize a number of the decisions. In an action for cutting timber the state rule of damages has been applied. *Mullins Lumber Co.* v. *Williamson* (C. C. A. 1918) 255 Fed. 645. However, the measure of damages for alienation of affection was held a question of general jurisprudence. *Woldson* v. *Larson* (C. C. A. 1908) 164 Fed. 548. On the question of public policy, as affecting the validity of contracts, the lower federal courts also divided. *Parker* v. *Moore* (C. C. A. 1902) 115 Fed. 799; *cf. McClain* v. *Provident Sav. Life Assur. Soc.* (C. C. A. 1901) 110 Fed. 80, 91. The Supreme Court recently decided it a question of local law. *Northwestern Mut. Life Ins. Co.* v. *Johnson* (1920) 41 Sup. Ct. 47. The principal case involves clearly a question of general jurisprudence as classified by a long line of decisions.

INFANTS—FRAUDULENT MISREPRESENTATIONS AS TO AGE.—The plaintiff, an infant, deposited with the defendant stockbrokers money which was disbursed in accord with the plaintiff's directions. In an action to recover this money the defendants pleaded *inter alia* that they were induced to act by the fraudulent misrepresentations of the plaintiff as to his age. On demurrer, *dictum,* the plea of fraudulent representation was a good defense. *Falk* v. *MacMasters et al.* (1921) 197 App. Div. 357, 188 N. Y. Supp. 795.

Where an infant, disaffirming an executed contract, sues to recover money or chattels or land, formerly it was generally held that the infant was not denied recovery because of misrepresentations as to his age. *Carolina Inter-state Bldg. etc. Ass'n* v. *Black* (1896) 119 N. C. 323, 25 S. E. 975; see (1921) 21 COLUMBIA LAW REV. 722. But the tendency of the later cases seems to be toward denying recovery. *La Rosa* v. *Nichols* (1918) 92 N. J. L. 375, 105 Atl. 201; *County Board of Education* v. *Hensley* (1912) 147 Ky. 441, 144 S. W. 63; *contra, Raymond* v. *General Motor-cycle Co.* (1918) 230 Mass. 54, 119 N. E. 359. In most jurisdictions an infant is liable in tort for deceit. *Rice* v. *Boyer* (1886) 108 Ind. 472, 9 N. E. 420. There, to avoid circuity of action, the adult should be allowed to plead the damages arising from the misrepresentations as a pro tanto defense to the infant's action. Therefore, under the New York law, which allows a recovery in tort for deceit, *Shenkein* v. *Fuhrman* (1913) 80 Misc. 179, 141 N. Y. Supp. 909; *Eckstein* v. *Frank* (N. Y. 1863) 1 Daly 334; the decision in the instant case seems correct. Some jurisdictions reach this result by statute. *First National Bank* v. *Casey* (1912) 158 Iowa 349, 138 N. W. 897. Other jurisdictions, however, hold an infant liable for a tort not connected with a contract. See *Slayton* v. *Barry* (1900) 175 Mass. 513, 514, 56 N. E. 574. But they refuse a recovery for misrepresentations as to age where the tort is so connected with the contract that to allow the recovery would emasculate the rule protecting infants. *Slayton* v. *Barry, supra.* This view seems better than that of the New York court. Under either rule, where the action is in contract, the infant may plead infancy despite his misrepresentations as to age. *International Text-book Co.* v. *Connelly* (1912) 206 N. Y. 188, 99 N. E. 722; see *Merriam* v. *Cunningham* (1853) 65 Mass. 40, 42; *contra, Damron* v. *Commonwealth* (1901) 22 Ky. Law Rep. 1717, 61 S. W. 459.

INJUNCTION—INDUCING EMPLOYEES TO JOIN UNION IN VIOLATION OF CONTRACT OF EMPLOYMENT.—The plaintiff's contract with his employees stipulated that the employees would not join a labor union during the period of their employment. The plaintiff seeks to enjoin the defendant from inducing an employee to join a